



CITY OF HEATH

Mark D. Johns
Mayor

Keith B. Alexander
Auditor

Richard S. Bindley
Director of Law

1287 Hebron Road * Heath, OH 43056 * P: (740) 522-1420 * F: (740) 522-6324 * www.heathohio.gov

STORMWATER FACILITIES MAINTENANCE/ACCESS AGREEMENT

Division of Planning and Zoning (740) 522-1420 x 211

THIS AGREEMENT, made and entered into this day of , 20 , by and between (Insert Full Name of Property Owner) hereinafter called the "Landowner", and the City of Heath, OH, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as Licking County Tax Map/Parcel Identification Number, and more specifically described in Exhibit A attached hereto and incorporated herein, as recorded by deed in the land records of Licking County, Ohio, Deed Book Page , hereinafter called the "Property". WHEREAS, the Landowner is proceeding to build on and develop the Property; and WHEREAS, the Site Plan/Subdivision Plan known as Insert the Name of Plans for Developed Site hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the Property and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Heath, Ohio, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management/BMP facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management/BMP facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Annual Stormwater Facility Inspection Report, dated MM/DD/YYYY and more specifically described in "Attachment A" attached hereto and incorporated herein, is to be used to establish what good working condition is acceptable to the City.
3. The Landowner, its successors and assigns, shall inspect the stormwater management/BMP facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report and corrective action shall take place within (5) working days of such inspection. If (5) working days proves to be insufficient time, the Landowner must receive written permission from the City approving a longer time schedule.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, the right to enter upon the Property for the exclusive, limited purpose of inspecting the stormwater management/BMP facilities upon reasonable advance notice to Landowner. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. The Landowner shall take all corrective actions required by the City within (5) working days of receiving notice from the City. If (5) working days proves to be insufficient time, the Landowner must receive written permission from the City approving a longer time schedule.



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5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the City, after reasonable advance notice to the Landowner with an opportunity to restore such facilities to good working condition, the City may enter upon the Property to take whatever steps reasonably necessary to correct the deficiencies identified in the inspection report to restore the facilities to good working condition and charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved Plan, the schedule will be followed. In the event no maintenance schedule is present on the Plan, the facilities will be maintained in accordance with the standards set forth in the latest edition of the Rainwater and Land Development Manual as published by the Ohio Department of Natural Resources.
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
8. The Landowner hereby agrees that it shall save, hold harmless, and indemnify the City and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Landowner to maintain the storm water management practices, in accordance with the terms and conditions set forth herein, or from acts of the Landowner arising from, or out of, the construction, operation, repair or maintenance of the storm water management practices.

The parties hereto expressly do not intend by execution of this Inspection and Maintenance Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Inspection and Maintenance Agreement.

9. This Agreement shall be recorded among the land records of Licking County, Ohio at the Landowners expense, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners associations.



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WITNESS the following signatures and seals:

Company/Corporation/Partnership Name (Seal)

By: _____

(Type Name)

(Type Title)

STATE OF _____

COUNTY OF _____

The foregoing Agreement was acknowledged before me this ____ day of _____, 20____, by
_____.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF HEATH, OHIO

By: _____

(Type Name)

(Type Title)

STATE OF _____

COUNTY OF _____

The foregoing Agreement was acknowledged before me this ____ day of _____, 20____, by
_____.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to Form

City Attorney

Date